

CFCU Community Credit Union **Discretionary Courtesy Pay Policy**

It is the policy of CFCU Community Credit Union to comply with all applicable laws and regulations and to conduct business in accordance with applicable safety and soundness standards.

The Deposit Account Agreement and Disclosure provided to you at the time you opened your account with us controls the duties, obligations and rights of the Depositor, the Authorized Signatories and CFCU Community Credit Union with regard to your sharedraft account. The Deposit Account Agreement (and all amendments thereto) and its terms shall control any possible conflict, if any, between any provision of this Discretionary Courtesy Pay Policy and the Deposit Account Agreement and Disclosure. A copy of the Deposit Account Agreement and Disclosure is available to you on request from your CFCU Community Credit Union officer.

Courtesy Pay is not a line of credit. However, if you overdraw your account, we will have the discretion to pay the overdraft, subject to the limit of your Courtesy Pay and the amount of the overdraft fee. CFCU Community Credit Union is not obligated to pay any item presented for payment if your account does not contain sufficient available funds. Any discretionary payment by CFCU Community Credit Union of an overdraft sharedraft (or items, such as ATM withdrawals) does not obligate CFCU Community Credit Union to pay any other overdraft sharedraft (or item), or to provide prior notice of its decision to refuse to pay such sharedraft (or item).

Pursuant to CFCU Community Credit Union's commitment to always provide you with the best level of service, now and in the future, if you maintain your account in good standing, which includes at least:

- A) Bringing your account balance to a positive balance within every thirty (30) day period;
- B) Not being in default on any loan or other obligation to CFCU Community Credit Union; and
- C) Not being subject to any legal or administrative order or levy.

CFCU Community Credit Union will have the discretion to pay overdrafts within the Courtesy Pay limits, but payment by CFCU Community Credit Union is a discretionary courtesy and not a right of the account holder or an obligation of CFCU Community Credit Union. This privilege will generally be limited to a maximum of **\$250.00** for the first 60 days after an account is opened and **\$1000.00** thereafter. Of course, any and all fees and charges, including without limitation the non-sufficient funds fees (as set forth in our fee schedules and deposit account agreement and disclosure), will be included as part of this maximum amount.

The total of the discretionary Courtesy Pay (negative) balance, including any and all fees and charges, including all non-sufficient funds/overdraft fees is due and payable upon demand, and Depositor and each Authorized Signatory will continue to be liable, jointly and severally, for all such amounts, as described in the Deposit Account Agreement and Disclosure with a maximum repayment period of 30 days. All accounts that remain in a negative status will be charged off by the 45th day or sooner if deemed to be uncollectible.

Again, while CFCU Community Credit Union will have the discretion to pay overdrafts on accounts in good standing (as described above), any such payment is a discretionary courtesy, and not a right of the account holder or an obligation of CFCU Community Credit Union and CFCU Community Credit Union in its sole and absolute discretion, can cease paying overdrafts at any time without prior notice of reason or cause.

Check here if you do not want this service added to your checking account(s) at this time; even if you qualify for the discretionary service. You may change your election at any time by contacting the credit union.

Member's Initials _____



What You Need to Know about Courtesy Pay and Courtesy Pay Fees

An overdraft occurs when withdrawals from your account exceed the available balance. We can cover your overdrafts in two different ways:

1. We have courtesy pay that is a discretionary program that has been activated for you.
2. We also offer overdraft protection plans, such as a link to a savings account or overdraft line of credit, which may be less expensive than our overdraft privilege. To learn more, please ask us about these alternative plans.

This notice explains our discretionary Courtesy Pay Program.

What does the Courtesy Pay Program that you have on your account do?

Courtesy Pay allows CFCU Community Credit Union (CFCU) to authorize and pay overdrafts for the following types of transactions:

- Checks and other transactions made using your sharedraft account number.
- Automatic bill payments.

CFCU will not authorize and pay overdrafts for the following types of transactions unless you request this additional service (see below):

- ATM transactions.
- Everyday debit card transactions.

CFCU pays overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction.

If we do not authorize and pay an overdraft, your transaction will be declined.

What fees will I be charged if CFCU pays my overdraft?

Under our Courtesy Pay Program:

- We will charge you a fee of **\$38** each time a transaction overdraws your account and we honor the overdraft.
- There is no limit on the total fees we can charge you for overdrawing your account.

What if I want CFCU to authorize and pay overdrafts on my ATM and everyday debit card transactions?

If you also want CFCU to authorize and pay overdrafts on ATM and everyday debit card transactions, please complete and sign below.

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- I do not want CFCU Community Credit Union to authorize and pay overdrafts on my ATM and everyday debit card transactions.
 - I want CFCU Community Credit Union to authorize and pay overdrafts on my ATM and everyday debit card transactions.

I understand that I and/or any other account signers have the right to revoke this coverage at any time by contacting the Credit Union in writing or by phone.

Printed Name: _____ Account(s) Number: _____

Signature: _____ Date: _____

Please note: 1) You must provide each account number applicable to your opt-in 2) If there are multiple signers on the account(s) specified, any account signer can act on behalf of all owners. Only one account signer is needed to add or remove the overdraft coverage for ATM and/or Everyday debit card transactions.

Credit Union use only:

Request received by: _____ Request Processed by: _____ Date Processed: _____